

Agreement No. 81XQ952000

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**STATE OF ILLINOIS  
DEPARTMENT OF HUMAN SERVICES**



**COMMUNITY SERVICES AGREEMENT  
FISCAL YEAR 2012**

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Grant

Non-Grant

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AGREEMENT No. 81X0952000

COMMUNITY SERVICES AGREEMENT  
BETWEEN



THE DEPARTMENT OF HUMAN SERVICES  
AND

UNION COUNTY GA OFFICE  
FOR FISCAL YEAR 2012

The Illinois Department of Human Services (DHS), with its principal office at 100 South Grand Avenue East, Springfield, IL 62762, and UNION COUNTY GA OFFICE (Provider), with its principal office at 309 West Market Street JONESBORO, IL 62952 and payment address (if different than principal office) at \_\_\_\_\_, hereby enter into this Community Services Agreement (Agreement). DHS and Provider are collectively referred to herein as "Parties" or individually as a "Party".

RECITALS

WHEREAS, it is the intent of the Parties to implement services consistent with all Exhibits hereto and pursuant to the duties and responsibilities imposed by DHS under the laws of the State of Illinois and in accordance with the terms, conditions and provisions hereof.

NOW, THEREFORE, in consideration of the foregoing and the mutual agreements contained herein, and for other good and valuable consideration, the value, receipt and sufficiency of which are acknowledged, the Parties hereto agree as follows:

ARTICLE I  
TAXPAYER CERTIFICATION; REQUIRED REGISTRATIONS

1.1. Federal Taxpayer Identification Number; Nature of Entity. Under penalties of perjury, the Provider certifies that 37-6002197 is the Provider's correct  Federal Taxpayer Identification Number or  Social Security Number (check one). The Provider is doing business as a (please check one):

- |   |   |
|---|---|
| <input type="checkbox"/> Individual                                       | <input type="checkbox"/> Nonresident Alien  |
| <input type="checkbox"/> Sole Proprietorship                              | <input type="checkbox"/> Pharmacy/Funeral Home/Cemetery Corp.                             |
| <input type="checkbox"/> Partnership                                      | <input type="checkbox"/> Tax Exempt   |
| <input checked="" type="checkbox"/> Corporation (Includes Not For Profit) | <input type="checkbox"/> Limited Liability Company (select applicable tax classification) |
| <input type="checkbox"/> Medical Corporation                              | <input type="checkbox"/> D = disregarded entity   |
| <input type="checkbox"/> Governmental Unit                                | <input type="checkbox"/> C = corporation  |
| <input type="checkbox"/> Estate or Trust                                  | <input type="checkbox"/> P = partnership  |
| <input type="checkbox"/> Pharmacy-Non Corporate                           |   |

1.2. Compliance with Internal Revenue Code. The Provider certifies that it does and will comply with all provisions of the Federal Internal Revenue Code, the Illinois Revenue Act, and all rules promulgated thereunder, including withholding provisions and timely deposits of employee taxes and unemployment insurance taxes.

1.3. Compliance with Federal Funding Accountability and Transparency Act of 2006. The Provider certifies that it does and will comply with the reporting requirements of the Federal Funding Accountability and Transparency Act of 2006 (P.L. 109-282) (FFATA) with respect to Federal grants greater than or equal to \$25,000. A FFATA sub-award report must be filed by the end of the month following the month in which the grant was awarded.

1.4. DUNS Number; CCR Registration. Execution of this Agreement by DHS shall be contingent upon the Provider's provision to DHS of a Data Universal Number System (DUNS) number (FAR 52.204-7) and registration by the Provider in the Central Contractor Registration (CCR) database (FAR 4.11) within thirty (30) days of submission of the required budget. Provider must obtain a DUNS number prior to full execution of the Agreement.

## ARTICLE II PAYMENT

2.1. Estimated Amount of Agreement. The estimated amount payable by DHS to the Provider under this Agreement is \$17,132.00. The Provider agrees to accept DHS' payment for services rendered as specified in the Exhibits incorporated as part of this Agreement.

2.2. Availability of Appropriation. Obligations of the State will cease immediately without penalty or further payment being required if, in any fiscal year, the Illinois General Assembly or Federal funding source fails to appropriate or otherwise make available sufficient funds for this Agreement, or if the Governor decreases DHS' funding by reserving some or all of DHS' appropriations pursuant to power delegated to the Governor by the Illinois General Assembly. DHS shall notify the Provider of such funding failure.

2.3. Illinois Grant Funds Recovery Act. If the funds awarded are subject to the provisions of the Illinois Grant Funds Recovery Act (30 ILCS 705/1 *et seq.*), any funds remaining at the end of the Agreement period which are not expended or legally obligated by the Provider shall be returned to DHS within forty-five (45) days after the expiration of this Agreement. The provisions of 89 Ill. Adm. Code §5.11 shall apply to any funds awarded that are subject to the Illinois Grant Funds Recovery Act.

2.4. Cash Management Improvement Act of 1990. If applicable, Federal funds received under this Agreement shall be managed in accordance with the Cash Management Improvement Act of 1990 (31 U.S.C. §6501 *et seq.*) and any other applicable Federal laws or regulations.

2.5. Payments to Third Parties. The Provider agrees to hold harmless DHS when DHS acts in good faith to redirect all or a portion of any Provider payment to a third party. DHS will be deemed to have acted in good faith if it is in possession of information that indicates the Provider authorized DHS to intercept or redirect payments to a third party or when so ordered by a court of competent jurisdiction.

2.6. Reductions to Estimated Amount. The Agreement amount is established on an estimated basis and may be increased at any time during the term. DHS may decrease the estimated amount of this Agreement at any time during the term if DHS believes the Provider will not utilize the funds during the term, or has utilized funds in a manner that was not authorized by this Agreement, or if the Governor decreases DHS' funding by reversing some or all of DHS' appropriations pursuant to power delegated to the Governor by the Illinois General Assembly. The Provider will be notified, in writing, of any adjustment, and reason for the adjustment, of the estimated amount of this Agreement.

2.7. Interest. Federal pass-through grant funds disbursed under this Agreement and held for over five (5) days by the Provider shall be placed in an interest-bearing account. All interest earned shall be considered grant funds and are subject to the same restrictions. The Provider is subject to the requirements of the Cash Management Improvement Act (31 CFR 205 Subpart B) and shall meet all record-keeping requirements. If the Provider does not comply with these requirements, the Provider will be subject to the interest penalties described in Subpart A of the Cash Management Improvement Act. Any exceptions to this requirement must be approved, in writing, by DHS. The provisions of the Illinois Grant Funds Recovery Act, 30 ILCS 705/1 *et seq.*, shall apply. The period of time during which grant funds may be expended by the Provider is the Term of this Agreement as set forth in Article XIX hereof.

2.8. Timely Billing Required. For all non-recurring Federal funding, such as one-time grants and ARRA funding, the Provider must submit any bills to DHS within thirty (30) days of the end of the quarter. Failure to submit such bills within thirty (30) days will render the amounts billed an unallowable costs which DHS cannot reimburse. In the event that Provider is unable, for good cause, to submit its bills within thirty (30) days of the end of the quarter, Provider shall so notify DHS within that thirty (30) day period and may request an extension of time to submit the bills. DHS' approval of Provider's request for an extension shall not be unreasonably withheld.

**ARTICLE III  
SCOPE OF SERVICES/PURPOSE OF GRANT**

3.1. Services to be Provided/Purpose of Grant. The Provider will provide the services as described herein and in the Program Manual, Attachment and the Exhibits hereto and in accordance with all terms and conditions set forth herein and all applicable administrative rules. All programmatic reporting required under this Agreement is described in the attached Exhibits and applicable Program Manual.

**ARTICLE IV  
BUDGET**

4.1. Submission of Proposed Budget. Within thirty (30) days of execution of this Agreement by the Provider, the Provider shall submit to DHS' Office of Contract Administration, 222 South College Avenue, Springfield, Illinois, 62704, a proposed detailed budget. In the event the State's Fiscal Year 2012 (FY12) Budget has not been agreed upon at the time the Agreement is executed by the Provider, the Provider shall submit to DHS its proposed budget within thirty (30) days of the passage of the State's FY12 Budget. Such budget must be segregated between direct program and indirect (administrative) costs and include, but is not limited to:

- (a) Personnel costs, title and responsibilities;
- (b) Goods and services;
- (c) Overhead costs such as rent, utilities, janitorial, phones, insurance;
- (d) Printing;
- (e) Cost of required audits;
- (f) IT services;
- (g) Indirect cost allocation including fiscal, executive staff, and memberships to professional staff; and
- (h) Administrative cost allowance and detail, methodology and rationale.

4.2. Payment Contingency. Payment to the Provider is contingent upon DHS' receipt and approval of the Provider's proposed budget.

4.3. Budget Revisions. The budget is a schedule of anticipated grant expenditures that is approved by DHS for carrying out the purposes of administering the grant. When the Provider or third parties support a portion of the grant costs, the budget includes the non-Federal as well as the Federal share of grant expenses. The Provider shall obtain prior written approval from DHS whenever a budget revision is necessary because of:

(a) the transfer to a third party (by subgranting, contracting or other means) of any work under a grant;

(b) the transfer of funds from other budget detail line items greater than ten percent (10%) of the line item; or

(c) changes in the scope of services or objectives of the grant.

4.4. Approvals. All requests for budget revisions shall be signed by the Provider's grant administrator and submitted to DHS' Office of Contract Administration for approval by DHS management.

4.5. Notification. Within thirty (30) calendar days from the date of receipt of the request for budget revisions, DHS will review the request and notify the Provider whether or not the budget revision has been approved. If the budget revision is still under consideration at the end of thirty (30) calendar days, DHS will inform the Provider in writing of the date by which the Provider may expect a decision.

4.6. Exemptions. Fee-for-service and fixed rate grants and contracts are exempt from the foregoing budget provisions.

#### ARTICLE V ALLOWABLE COSTS

5.1. Allowability of Costs; Cost Allocation Methods. The allowability of costs and cost allocation methods for work performed under grants, fee-for-service contracts and fixed-rate grants shall be determined in accordance with the applicable Federal cost principles and the terms and conditions of the grant award. However, DHS delegates to the Provider the authority to approve costs that the applicable cost principles state are allowable only with the prior approval of the funding agency, unless specifically prohibited by other articles in these general grant provisions, or by the terms and conditions of the grant award. Examples of such costs are foreign travel; equipment purchases; and publication and printing costs. This delegation does not relieve the Provider of the responsibility to document that such charges are reasonable, necessary and allocable to the project.

5.2. OMB Circular A-21. The Federal cost principles that apply to public and private institutions of higher education are set forth in OMB Circular A-21 (relocated to 2 CFR Part 220).

5.3. OMB Circular A-122. The Federal cost principles that apply to nonprofit organizations that are not institutions of higher education are set forth in OMB Circular A-122 (relocated to 2 CFR Part 230).

5.4. OMB Circular A-87. The Federal cost principles that apply to State, local and Federally-recognized Indian tribal governments are set forth in OMB Circular A-87 (relocated to 2 CFR Part 225).

5.5. Changes in Grant Scope of Services. Any project that is carried out under a grant must be consistent with the scope of services. No changes may be made to the scope of services without written approval from DHS. All requests for a change in the scope of services shall be signed by the Provider's grant administrator and submitted to DHS' Office of Contract Administration for approval by DHS management.

5.6. Changes in Key Grant Personnel. The replacement of the project director or the co-director or a substantial reduction in the level of their effort, e.g., their unanticipated absence for more than three (3) months, or a twenty-five percent (25%) reduction in the time devoted to the project, requires prior written approval from DHS. When it is specifically required as a condition of a grant, written approval will also be needed for the replacement or the substantial reduction in the level of effort of other personnel whose work is deemed by DHS to be critical to the project's successful completion. All requests for approval of changes in key project personnel shall be signed by the Provider's grant administrator and submitted to the appropriate DHS program officer. Evidence of the qualifications for replacement personnel (such as a *résumé*) shall be included.

5.7. Financial Management Standards. The financial management systems of the Provider and its subrecipients must meet the following standards:

(a) **Accounting System**. Provider organizations and their subrecipients must have an accounting system that provides accurate, current, and complete disclosure of all financial transactions related to each State- and Federally-sponsored project. Accounting records must contain information pertaining to State and Federal pass-through awards, authorizations, obligations, unobligated balances, assets, outlays, and income. These records must be maintained on a current basis and balanced at least quarterly. Cash contributions to the project from third parties must be accounted for in the general ledger with other grant funds. Third party in-kind (non-cash) contributions are not required to be recorded in the general ledger, but must be under accounting control, possibly through the use of a memorandum ledger.

(b) **Source Documentation**. Accounting records must be supported by such source documentation as canceled checks, bank statements, invoices, paid bills, donor letters, time and attendance records, activity reports, travel reports, contractual and consultant agreements, and subaward documentation. All supporting documentation should be clearly identified with the grant and general ledger accounts which are to be charged or credited.

(1) The documentation required for salary charges to grants is prescribed by the cost principles applicable to the entity's organization (see Title XX Social Services).

***EXCITING NEWS***

**SMALL BUSINESS  
FINANCING**

**\$5,000 up to \$500,000**

- ❖ No Collateral Required
- ❖ Approval Within 24 Hours
- ❖ Funds Received Within 72 Hours
- ❖ Bad Personal Credit – No Problem

MINIMUM REQUIREMENTS

- Must Be Accepting The Major Cards
- Must Be In Business At Least (6) Months

**CALL TO GET PRE-QUALIFIED**

**800-246-2160**

Funds won't last long; don't delay!!

\* If you wish to be removed from our fax list, call 1-855-467-0210 or [www.number-privacy.com](http://www.number-privacy.com)

(d) **Budget Control.** Records of expenditures must be maintained for each grant project by the cost categories of the approved budget (including indirect costs that are charged to the project), and actual expenditures are to be compared with budgeted amounts no less frequently than quarterly.

(e) **Cash Management.** The Provider must have written procedures to minimize the time clapsing between the receipt and the disbursement of grant funds to avoid having excess Federal funds on hand. Requests for advance payment shall be limited to the Provider's immediate cash needs and are not to exceed anticipated expenditures for a three- (3) to five- (5) day period.

## ARTICLE VI REQUIRED CERTIFICATIONS

6.1. Certifications. The Provider shall be responsible for compliance with the enumerated certifications to the extent that the certifications legally apply to the Provider, its subcontractors, or subrecipients.

(a) **Bribery.** The Provider certifies that it has not been convicted of bribery or attempting to bribe an officer or employee of the State of Illinois, nor made an admission of guilt of such conduct which is a matter of record (30 ILCS 500/50-5).

(b) **Bid Rigging.** The Provider certifies that it has not been barred from contracting with a unit of State or local government as a result of a violation of Section 33E-3 or 33E-4 of the Criminal Code of 1961 (720 ILCS 5/33E-3 or 720 ILCS 5/33E-4, respectively).

(c) **Educational Loan.** The Provider certifies that it is not barred from receiving State agreements as a result of default on an educational loan (5 ILCS 385/1 *et seq.*).

(d) **International Boycott.** The Provider certifies that neither it nor any substantially owned affiliated company is participating or shall participate in an international boycott in violation of the provision of the U.S. Export Administration Act of 1979 (50 U.S.C. Appx. 2401 *et seq.* or the regulations of the U.S Department of Commerce promulgated under that Act (15 CFR Parts 730 through 774).

(e) **Dues and Fees.** The Provider certifies that it is not prohibited from selling goods or services to the State of Illinois because it pays dues or fees on behalf of its employees or agents, or subsidizes or otherwise reimburses them for payment of their dues or fees to any club which unlawfully discriminates (775 ILCS 25/1, 25/2).

(f) **Drug-Free Work Place.** The Provider certifies that neither it nor its employees shall engage in the unlawful manufacture, distribution, dispensation, possession or use of a controlled substance in the performance of this Agreement and that the Provider is in compliance with all the provisions of the Illinois Drug-Free Workplace Act (30 ILCS 580/3 and 580/4). The Provider further certifies that it is in compliance with the government-wide requirements for a drug-free workplace as set forth in 45 CFR Part 82.

(g) **Motor Voter Law.** The Provider certifies that it is in full compliance with the terms and provisions of the National Voter Registration Act of 1993 (42 U.S.C. §1973gg *et seq.*).

(h) **Clean Air Act and Clean Water Act.** The Provider certifies that it is in compliance with all applicable standards, order or regulations issue pursuant to the Clean Air Act (42 U.S.C. §7401 *et seq.*) and the Federal Water Pollution Control Act, as amended (33 U.S.C. §1251 *et seq.*)

(i) **Debarment.** The Provider certifies that it is not debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this Agreement by any Federal department or agency (45 CFR Part 76).

(j) **Pro-Children Act.** The Provider certifies that it is in compliance with the Pro-Children Act of 1994 in that it prohibits smoking in any portion of its facility used for the provision of health, day care, early childhood development services, education or library services to children under the age of eighteen (18), which services are supported by Federal or State government assistance (except such portions of the facilities which are used for inpatient substance abuse treatment) (20 U.S.C. §6081 *et seq.*).

(k) **Debt to State.** The Provider certifies that neither it, nor its affiliate(s), is/are barred from being awarded a contract because the Provider, or its affiliate(s), is/are delinquent in the payment of any debt to the State, unless the Provider, or its affiliate(s), has/have entered into a deferred payment plan to pay off the debt, and the Provider acknowledges DHS may declare the contract void if the certification is false (30 ILCS 500/50-11).

(l) **Grant for the Construction of Fixed Works -** The Provider certifies that all projects for the construction of fixed works which are financed in whole or in part with funds provided by this Agreement shall be subject to the Prevailing Wage Act (820 ILCS 130/0.01 *et seq.*) unless the provisions of that Act exempt its application. In the construction of the project, the Provider shall comply with the requirements of the Prevailing Wage Act including, but not limited to, inserting into all contracts for such construction a stipulation to the effect that not less than the prevailing rate of wages as applicable to the project shall be paid to all laborers, workers, and mechanics performing work under the contract and requiring all bonds of contractors to include a provision as will guarantee the faithful performance of such prevailing wage clause as provided by contract.

(m) **Health Insurance Portability and Accountability Act.** The Provider certifies that it is in compliance with the Health Insurance Portability and Accountability Act of 1996 (HIPAA), Public Law No. 104-191, 45 CFR Parts 160, 162 and 164, and the Social Security Act, 42 U.S.C. §§1320d-2 through 1320d-7, in that it may not use or disclose protected health information other than as permitted or required by law and agrees to use appropriate safeguards to prevent use or disclosure of the protected health information. The Provider shall maintain, for a minimum of six (6) years, all protected health information.

(n) **Sarbanes-Oxley Act.** The Provider certifies that neither it nor any officer, director, partner or other managerial agent of the Provider has been convicted of a felony under the Sarbanes-Oxley Act of 2002, nor a Class 3 or Class 2 felony under Illinois Securities Law of 1953, or that at least five (5) years have passed since the date of the conviction.

The Provider further certifies that it is not barred from being awarded a contract under 30 ILCS 500/50-10.5, and acknowledges that DHS shall declare the contract void if this certification is false (30 ILCS 500/50-10.5).

(o) **Forced Labor Act -** Provider certifies that it complies with the State Prohibition of Goods from Forced Labor Act, and certifies that no foreign-made equipment, materials, or supplies furnished to the State under this Agreement have been or will be produced in whole or in part by forced labor, convict labor, or indentured labor under penal sanction (PA 93-0307).

(p) **Environmental Protection Act Violations -** The Provider certifies in accordance with 30 ILCS 500/50-12 that it is not barred from being awarded a contract under this Section. The Provider acknowledges that the contracting agency may declare the contract void if this certification is false (PA 93-575, effective 1/1/04).

(q) **Goods From Child Labor Act -** The Provider certifies that no foreign-made equipment, materials, or supplies furnished to the State under this Agreement have been produced in whole or in part by the labor of any child under the age of twelve (12) (PA 94-0264).

(r) **Abuse of Adults with Disabilities Intervention Act.** The Provider certifies that it is in compliance with the Abuse of Adults with Disabilities Intervention Act to protect people with disabilities who are abused, neglected or financially exploited and who, because of their disability, cannot seek assistance on their own behalf. Anyone who believes a person with a disability living in a domestic setting is being abused, neglected or financially exploited must file a complaint with the Office of Inspector General, Department of Human Services. The Provider has an obligation to report suspected fraud or irregularities committed by individuals or other entities with whom it interacts on DHS' behalf and should make a report to the appropriate program office (20 ILCS 2435/1 *et seq.*).

(s) **Procurement Lobbying.** The Provider warrants and certifies that it and, to the best of its knowledge, its subcontractors have complied and will comply with Executive Order No. 1 (2007) (EO 1-2007). EO 1-2007 generally prohibits providers and subcontractors from hiring the then-serving Governor's family members to lobby procurement activities of the State, or any other unit of government in Illinois including local governments, if that procurement may result in a contract valued at over \$25,000. This prohibition also applies to hiring for that same purpose any former State employee who had procurement authority at any time during the one-year period preceding the procurement lobbying activity.

(t) **Restrictions on Lobbying.** The Provider certifies that it is in compliance with the restrictions on lobbying set forth in 45 CFR Part 93.

(u) **Business Entity Registration.** The Provider certifies that it is not required to register as a business entity with the State Board of Elections pursuant to the Procurement Code (30 ILCS 500/20-160 and 30 ILCS 500/50-37). Further, the Provider acknowledges that all contracts between State agencies and a business entity that do not comply with this Section shall be voidable under Section 50-60 of the Procurement Code (30 ILCS 500/50-60).

(v) **Nonprocurement Debarment and Suspension.** The Provider certifies that it is in compliance with Subpart C of 2 CFR Part 180 as supplemented by 2 CFR Part 376, Subpart C.

(w) **Grant Award Requirements.** The Provider certifies that it is in compliance with 45 CFR Part 74.

(x) **Federal Funding Accountability and Transparency Act of 2006.** The Provider certifies that it is in compliance with the terms and requirements of PL 109-282.

(y) **Disclosures.** The Provider hereby certifies that all services provided under this Agreement are explicitly identified and described herein. Services not identified in this Agreement are not authorized or chargeable to DHS, including, but not limited to, administrative costs or fiscal agent fees. The Provider further acknowledges that DHS is subject to applicable Federal and State laws, rules and policies that are reasonable and necessary to deliver the goods and services as described in the scope of services and required deliverables. Those applicable laws, rules and policies govern the procurement of goods and services as well as the hiring of personnel who perform work or services in an office or position of employment with the State of Illinois. In accordance therewith, the Provider hereby certifies, under penalty of applicable laws, that the Provider will not provide services that are not specifically described in this Agreement. The Provider further agrees that it is in good standing with the State of Illinois, has not been debarred or suspended from conducting business with the Federal government or primary recipients of Federal grants or contracts, and will not retain any individual(s) as staff on behalf of DHS in contravention of State rules and practices governing the hiring of State employees.

#### ARTICLE VII BACKGROUND CHECKS

7.1. **Employee and Subcontractor Background Checks.** The Provider certifies that neither the Provider, nor any employee or subcontractor assigned to work on DHS' premises, has a felony conviction. Any request for an exception to this rule must be made in writing, listing the name of the individual, home address, type of conviction and date of conviction. The Provider will also supply DHS with a list of individuals assigned to work on DHS' premises at least ten (10) working days prior to the start of their employment, unless circumstances prevent the Provider from giving a list within that time. If the Provider cannot provide a list, or the name of an individual, at least ten (10) working days prior to his/her employment, it shall do so as soon as possible. DHS may conduct criminal background checks on the Provider's employees and subcontractors assigned to work on DHS' premises. The Provider agrees to indemnify and hold harmless DHS and its employees for any liability accruing from said background checks.

**ARTICLE VIII  
UNLAWFUL DISCRIMINATION**

8.1. Compliance with Nondiscrimination Laws. The Provider, its employees and subcontractors under subcontract made pursuant to this Agreement, shall comply with all applicable provisions of State and Federal laws and regulations pertaining to nondiscrimination, sexual harassment and equal employment opportunity including, but not limited to, the following laws and regulations and all subsequent amendments thereto:

- (a) The Illinois Human Rights Act (775 ILCS 5/1-101 *et seq.*);
- (b) The Public Works Employment Discrimination Act (775 ILCS 10/1 *et seq.*);
- (c) The United States Civil Rights Act of 1964 (as amended) (42 U.S.C. §§2000a-2000h-6). (See also guidelines to Federal Financial Assistance Recipients Regarding Title VI Prohibition Against National Origin Discrimination Affecting Limited English Proficient Persons {Federal Register: February 18, 2002 (Volume 67, Number 13, Pages 2671-2685)});
- (d) Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. §794);
- (e) The Americans with Disabilities Act of 1990 (42 U.S.C. §12101 *et seq.*);
- (f) Executive Orders 11246 and 11375 (Equal Employment Opportunity) and Executive Order 13160 (2000) (Improving Access to Services for Persons with Limited English Proficiency); and
- (g) Charitable Choice: In accordance with Public Law 104-193, the Personal Responsibility and Work Opportunity Reconciliation Act of 1996.

**ARTICLE IX  
LOBBYING**

9.1 Improper Influence. The Provider certifies that no Federally-appropriated funds have been paid or will be paid by or on behalf of the Provider to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with the awarding of any Federal agreement, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, or the extension, continuation, renewal, amendment or modification of any Federal agreement, grant, loan or cooperative agreement.

9.2. Federal Form LLL. If any funds, other than Federally-appropriated funds, have been paid or will be paid to any person for influencing or attempting to influence any of the above persons in connection with this Agreement, the undersigned must also complete and submit Federal Form LLL, Disclosure Form to Report Lobbying, in accordance with its instructions.

9.3. Lobbying Costs. If there are any indirect costs associated with this Agreement, total lobbying costs shall be separately identified in the program budget, and thereafter treated as other unallowable activity costs.

9.4. Subawards. The Provider must include the language of this Article IX in the award documents for any subawards made pursuant to this award. All subrecipients are also subject to certification and disclosure.

9.5. Certification. This certification is a material representation of fact upon which reliance was placed to enter into this transaction and is a prerequisite for this transaction, pursuant to 31 U.S.C. §1352. Any person who fails to file the required certifications shall be subject to a civil penalty of not less than \$10,000, and not more than \$100,000, for each such failure.

#### ARTICLE X CONFIDENTIALITY

10.1 Compliance with Law. The Provider shall comply with applicable State and Federal statutes, Federal regulations and DHS administrative rules regarding confidential records or other information obtained by the Provider concerning persons served under this Agreement. The records and information shall be protected by the Provider from unauthorized disclosure.

#### ARTICLE XI INDEMNIFICATION AND LIABILITY

11.1. Indemnification. The Provider agrees to hold harmless DHS against any and all liability, loss, damage, cost or expenses, including attorneys' fees, arising from the intentional torts, negligence or breach of contract of the Provider, with the exception of acts performed in conformance with an explicit, written directive of DHS.

11.2. Liability. DHS assumes no liability for actions of the Provider under this Agreement, including, but not limited to, the negligent acts and omissions of Provider's agents, employees and subcontractors in their performance of the Provider's duties as described under this Agreement.

#### ARTICLE XII MAINTENANCE AND ACCESSIBILITY OF RECORDS

12.1. Records Retention. The Provider shall maintain for a minimum of five (5) years from the later of the date of final payment under this Agreement, or the expiration of this Agreement, adequate books, records and supporting documents to comply with 89 Ill. Adm. Code 509. If an audit, litigation or other action involving the records is begun before the end of the five-year period, the records shall be retained until all issues arising out of the action are resolved.

12.2. Accessibility of Records. The Provider agrees to make books, records, related papers and supporting documentation relevant to this Agreement available to authorized DHS representatives, auditors (including the Illinois Auditor General and Illinois Attorney General), Federal authorities and any other person as may be authorized by DHS or by the State of Illinois or Federal statute. The Provider will cooperate fully in any such audit.

12.3. Failure to Maintain Books and Records. Failure to maintain books, records and supporting documentation shall establish a presumption in favor of the State for the recovery of any funds paid by the State under this Agreement for which adequate books, records and supporting documentation are not available to support disbursement.

#### ARTICLE XIII RIGHT OF AUDIT AND MONITORING

13.1. Monitoring of Conduct. DHS shall monitor the Provider's conduct under this Agreement which may include, but shall not be limited to, reviewing records of program performance in accordance with administrative rules, license status review, fiscal and audit review, Agreement compliance and compliance with the affirmative action requirements of this Agreement. DHS shall have the authority to conduct announced and unannounced monitoring visits and Provider shall cooperate with DHS in connection with all such monitoring visits. Failure of the Provider to cooperate with DHS in connection with announced and unannounced monitoring visits is grounds for DHS' termination of this Agreement.

13.2. Requests for Information. DHS may request, and Provider shall supply, upon request, necessary information and documentation regarding transactions constituting contractual (whether a written contract is in existence or not) or other relationships, paid for with funds received hereunder. Documentation may include, but is not limited to, information regarding the Provider's contractual agreements, identity of employees, shareholders and directors of the Provider and any party providing services which will or may be paid for with funds received hereunder, including, but not limited to, management and consulting services rendered to the Provider.

13.3. Rights of Review. This Article XIII does not give DHS the right to review a license that is not directly related to the program being audited nor does it allow DHS to unilaterally revoke a license without complying with all due process rights to which the Provider is entitled under Federal, State or local law or applicable rules promulgated by DHS.

#### ARTICLE XIV REPORTING REQUIREMENTS

14.1. Programmatic Reports. The Provider agrees to submit programmatic reports as requested and in the format required by DHS.

14.2. Grants in Excess of \$25,000. If the Provider receives a grant (or grants) in excess of \$25,000, the Provider shall file with DHS quarterly reports describing the progress of the program(s), project(s) or use(s) and the expenditure(s) of the grant funds related thereto.

14.3. Submission of Quarterly Reports; Effect of Failure to Comply. Quarterly reports must be submitted no later than thirty (30) days after the end of the most recent quarter which is the subject of such report. Failure to submit such quarterly reports may cause a delay or suspension of funding (30 ILCS 705/1 *et seq.*), the withholding of funds, the return of improper payments, or unallowable costs.

14.4. Additional Reporting. DHS shall apprise Provider of any requirements regarding additional financial statements, financial reports, or audit reports and such documentation shall be presented by Provider to DHS in a timely manner as required by DHS' Office of Contract Administration for the purpose of meeting Federal requirements. DHS' notice to Provider shall be made in a timely manner, and any such additional requirements shall be applicable prospectively only.

**ARTICLE XV  
SERVICE PROVIDER DIRECTORY**

15.1. Inclusion in Directory. The Provider shall be listed in DHS' Service Provider Directory, an internet-based directory of all providers with whom DHS has an agreement to provide services. The Provider must provide the following information to DHS for inclusion in the Service Provider Directory:

- (a) The legal name of the Provider;
- (b) The Provider's business address;
- (c) The Provider's business telephone number;
- (d) The Provider's hours of operation;
- (e) The general category of services provided by the Provider;
- (f) Areas served by the Provider; and
- (g) The Provider's service specialization, if any.

15.2. Multiple Locations. In the event that the Provider has more than one location, the Provider shall include either (1) the address, phone number and hours of operation of each location, or (2) the address, phone number and hours of operation of the Provider's primary location.

15.3. Update Requirements. The Provider must advise DHS immediately any time there is a change to any of the foregoing information in order that the change may be reflected in the Service Provider Directory no later than the effective date of the change. The reporting requirements of this Article XV are in addition to, and do not supersede or otherwise affect, all other reporting requirements set forth in this Agreement.

15.4. Submission of Information. The information requested in this Article XV must be submitted to DHS' Office of Contract Administration, 222 South College Avenue, Springfield, Illinois, 62704, within thirty (30) days after execution of this Agreement.

**ARTICLE XVI  
AUDIT REQUIREMENTS**

16.1. Submission of Audit Report. The Provider shall annually submit an independent audit report and/or supplemental revenue and expense data to DHS in accordance with 89 Ill. Adm. Code 507 (Audit Requirements of DHS) to enable DHS to perform fiscal monitoring and to account for the usage of funds paid to the Provider under this Agreement.

16.2. Performance of Audits. For those organizations required to submit an independent audit report, the audit is to be conducted by a Certified Public Accountant or Certified Public Accounting Firm licensed in the State of Illinois. For audits required to be performed subject to Government Auditing Standards, the Provider shall request and maintain on file a copy of the auditor's most recent peer review report and acceptance letter.

16.3. Instructions. If the Provider is subject to the audit requirements, DHS will send to the Provider, by registered or certified mail, detailed instructions related to independent audit requirements, including provisions for requesting waivers, modifications and filing extensions, by May 31, 2012.

#### ARTICLE XVII INDEPENDENT CONTRACTOR

17.1. Independent Contractor. The Provider is an independent contractor under this Agreement and neither the Provider nor any employee or agent of the Provider is an employee of DHS and does not acquire any employment rights with DHS or the State of Illinois by virtue of this Agreement. The Provider will provide the agreed services and achieve the specified results free from the direction or control of DHS as to the means and methods of performance. The Provider will be required to provide its own equipment and supplies necessary to conduct its business; provided, however, that in the event, for its convenience or otherwise, DHS makes any such equipment and/or supplies available to the Provider, the Provider's use of such equipment or supplies provided by DHS pursuant to this Agreement shall be strictly limited to official DHS or State of Illinois business and not for any other purpose, including any personal benefit or gain.

#### ARTICLE XVIII SANCTIONS

18.1. Imposition of Sanctions. DHS may impose sanctions on the Provider should it fail to comply with the conditions stipulated herein. Sanctions include, but are not limited to, payment suspension, loss of payment, enrollment limitations and certification and licensure action (including, but not limited to, conditional, probationary and termination status), or other actions up to and including contract termination.

#### ARTICLE XIX TERM AND TERMINATION

19.1. Term. This Agreement shall be effective on July 1, 2011, and shall expire on October 31, 2011, unless terminated or extended pursuant to the terms hereof.

19.2. Termination. This Agreement may be terminated by either Party for any or no reason upon thirty (30) days' prior written notice to the other Party.

19.3. Breach. In the event either Party breaches this Agreement and fails to cure such breach within ten (10) days' written notice thereof from the non-breaching Party, the non-breaching Party may terminate this Agreement upon written notice to the breaching Party. In the event that DHS terminates this Agreement as a result of the substantial or material breach of the Agreement by the Provider, the Provider shall be paid for work satisfactorily performed prior to the date of termination.

**ARTICLE XX  
POST-TERMINATION/NON-RENEWAL**

20.1. Duties. Upon notice by DHS to the Provider of the termination of this Agreement or notice that DHS will not renew, extend or exercise any options to extend the term of this Agreement, or that DHS will not be contracting with Provider beyond the term of this Agreement, the Provider shall, upon demand:

- (a) Cooperate with DHS in assuring the transition of recipients of services hereunder for whom Provider will no longer be providing the same or similar services or who choose to receive services through another provider.
- (b) Provide copies of all records related to recipient services funded by DHS under this Agreement.
- (c) Grant reasonable access to DHS to any and all program sites serving recipients hereunder to facilitate interviews of recipients to assure a choice process by which recipients may indicate Provider preference.
- (d) Provide detailed accounting of all service recipients' funds held in trust by the Provider, as well as the identity of any recipients for whom the Provider is acting as a representative payee of last resort.

20.2. Survival. The promises and covenants of this Article XX shall survive the term of this Agreement for the purposes of the necessary transition of recipients of services hereunder.

**ARTICLE XXI  
SUBCONTRACTS**

21.1. Subcontracting/Delegation. The Provider may not subcontract any portion of this Agreement nor delegate any duties hereunder without prior written approval of DHS. In emergencies, the Provider will request approval in writing within seven (7) days of the use of a subcontractor to fulfill any obligations of this Agreement. Approved subcontractors shall adhere to all other provisions of this Agreement.

**ARTICLE XXII  
INTERNET ACCESS**

22.1. Access to Internet. The Provider must have Internet access. Internet access may be either dial-up or high-speed/DSL. The Provider must maintain, at a minimum, one business e-mail address that will be the primary receiving point for all e-mail correspondence from DHS. The Provider may list additional e-mail addresses at contract execution. The additional addresses may be for a specific department/division of the Provider or for specific employees of the Provider. The Provider may list additional e-mail points of contact in the same manner as listed above. The Provider must notify DHS of any e-mail address changes within five (5) business days from the effective date of the change.

**ARTICLE XXIII  
NOTICE OF CHANGE**

23.1. Notice of Change. The Provider shall give thirty (30) days' prior written notice to DHS if there is a change in the Provider's legal status, Federal employer identification number (FEIN), DUNS number, or address. DHS reserves the right to take any and all appropriate action as a result of such change(s).

23.2. Failure to Provide Notification. The Provider agrees to hold harmless DHS for any acts or omissions of DHS resulting from the Provider's failure to notify DHS of these changes.

23.3. Circumstances Affecting Performance; Notice. In the event the Provider becomes a party to any litigation, investigation or transaction that may reasonably be considered to have a material impact on the Provider's ability to perform under this Agreement, the Provider shall notify DHS, in writing, within five (5) calendar days. Such notice must be sent to the Secretary of DHS with a copy to DHS' General Counsel and DHS' Chief Financial Officer at the following postal or electronic addresses:

To the Secretary:  
401 South Clinton Street, Third Floor  
Chicago, Illinois 60607  
[Michelle.Saddler@illinois.gov](mailto:Michelle.Saddler@illinois.gov)

To the General Counsel:  
100 West Randolph Street, Suite 6-400  
Chicago, Illinois 60601  
[Mary-Lisa.Sullivan@illinois.gov](mailto:Mary-Lisa.Sullivan@illinois.gov)

To the Chief Financial Officer:  
100 South Grand Avenue East  
Springfield, Illinois 62762  
[Carol.Kraus@illinois.gov](mailto:Carol.Kraus@illinois.gov)

23.4. Effect of Failure to Provide Notice. Failure to provide such notice shall be grounds for immediate termination of the Agreement

**ARTICLE XXIV  
ASSIGNMENT**

24.1. Assignment Prohibited. The Provider understands and agrees that this Agreement may not be sold, assigned, or transferred in any manner, to include an assignment of Provider's rights to receive payment hereunder, and that any actual or attempted sale, assignment, or transfer without the prior written approval of DHS shall render this Agreement null, void, and of no further effect.

**ARTICLE XXV  
MERGERS/ACQUISITIONS**

25.1. Effect of Reorganization. The Provider acknowledges that this Agreement is made by and between DHS and the Provider, as the Provider is currently organized and constituted. No promise or undertaking made hereunder is an assurance that DHS agrees to continue this Agreement, or any license related thereto, should the Provider reorganize or otherwise substantially change the character of its corporate or other business structure. The Provider agrees that it will give DHS prior notice of any such action and will provide any and all reasonable documentation necessary for DHS to review the proposed transaction including financial records and corporate and shareholder minutes of any corporation which may be involved. Failure to comply with this Article XXV shall constitute a material breach of this Agreement.

**ARTICLE XXVI  
CONFLICT OF INTEREST**

26.1. Prohibited Payments. The Provider agrees that payments made by DHS under this Agreement will not be used to compensate, directly or indirectly, any person: (1) currently holding an elective office in this State including, but not limited to, a seat in the General Assembly, or (2) employed by an office or agency of the State of Illinois whose annual compensation is in excess of sixty percent (60%) of the Governor's annual salary, or \$106,447.20 (30 ILCS 500/50-13).

26.2. Request for Exemption. The Provider may request written approval from DHS for an exemption from Section 26.1. The Provider acknowledges that DHS is under no obligation to provide such exemption and that DHS may, if an exemption is granted, grant such exemption subject to such additional terms and conditions as DHS may require.

**ARTICLE XXVII  
TRANSFER OF EQUIPMENT**

27.1. Transfer of Equipment. DHS shall have the right to require that the Provider transfer to DHS any equipment, including title thereto, purchased in whole with DHS funds. DHS shall notify the Provider in writing should DHS require the transfer of such equipment. Upon such notification by DHS, and upon receipt or delivery of such equipment by DHS, the Provider will be deemed to have transferred the equipment to DHS as if the Provider had executed a bill of sale therefor.

27.2. Meaning of "Equipment". For purposes of this Article XXVII, equipment means any equipment used in the administration and/or operation of the program having a useful life of two (2) years or more and an acquisition cost of at least \$500.

**ARTICLE XXVIII  
WORK PRODUCT**

28.1. Work Product. Except as otherwise required by law, any work product, such as written reports, memoranda, documents, recordings, drawings, data, software, websites and their domain names, or other deliverables, developed in the course of or funded under this Agreement, shall be considered a work made for hire and shall remain the exclusive property of DHS. There shall be no dissemination or publication of any such work product without the prior written consent of DHS. The Provider acknowledges that DHS is under no obligation to give such consent and that DHS may, if consent is given, give consent subject to such additional terms and conditions as DHS may require.

**ARTICLE XXIX  
PROMOTIONAL MATERIALS; PRIOR NOTIFICATION**

29.1. Publications, Announcements, etc. In the event that DHS funds are used in whole or in part to produce any written publications, announcements, reports, flyers, brochures or other written materials, the Provider agrees to include in these publications, announcements, reports, flyers, brochures and all other such material, the phrase "Funding provided in whole or in part by the Illinois Department of Human Services." Exceptions to this requirement must be requested, in writing, from DHS and will be considered authorized only upon written notice thereof to the Provider.

29.2. Prior Notification/Release of Information. The Provider agrees to notify DHS prior to issuing public announcements or press releases concerning work performed pursuant to this Agreement, or funded in whole or in part by this Agreement, and to cooperate with DHS in joint or coordinated releases of information.

**ARTICLE XXX  
INSURANCE**

30.1. Purchase and Maintenance of Insurance. The Provider shall purchase and maintain in full force and effect during the term of this Agreement casualty and bodily injury insurance, as well as insurance sufficient to cover the replacement cost of any and all real and/or personal property purchased or otherwise acquired, in whole or in part, with funds disbursed pursuant to this Agreement.

30.2. Cost of Insurance. If, during the term of this Agreement, the Provider's cost of property and casualty insurance increases by twenty-five percent (25%) or more, or if new State regulations impose additional costs on the Provider, the Provider may request that DHS review this Agreement and adjust the compensation or reimbursement provisions hereof in accordance with any agreement reached, all of which shall be at the sole discretion of DHS and subject to the limitations of DHS' appropriated funds.

30.3. Claims. If a claim is submitted for real and/or personal property purchased in whole with funds from this Agreement and such claim results in the recovery of money, such money recovered shall be surrendered to DHS.

**ARTICLE XXXI  
LAWSUITS**

31.1. Indemnification. Indemnification will be governed by the State Employee Indemnification Act (5 ILCS 350/1 *et seq.*) as interpreted by the Illinois Attorney General. DHS makes no representation that the Provider, an independent contractor, will qualify or be eligible for indemnification under said Act.

**ARTICLE XXXII  
GIFTS AND INCENTIVES PROVISION**

32.1. Gift Ban. The Provider is prohibited from giving gifts to DHS employees (5 ILCS 430/10-10). The Provider will provide DHS with advance notice of the Provider's provision of gifts, excluding charitable donations, given as incentives to community-based organizations in Illinois and clients in Illinois to assist the Provider in carrying out its responsibilities under this Agreement.

**ARTICLE XXXIII  
EXHIBITS; ATTACHMENT AND PROGRAM MANUAL**

33.1. Exhibits A through D. Exhibits A through D and any documents referenced therein are attached hereto and are incorporated herein in their entirety.

33.2. Attachment and Program Manual. The related Attachment and Program Manual are hereby incorporated into this Agreement and can be found on the following DHS website:  
<http://www.dhs.state.il.us/page.aspx?item=53557>.

**ARTICLE XXXIV  
MISCELLANEOUS**

34.1. Renewal. This Agreement may be renewed unilaterally by DHS for additional periods. The Provider acknowledges that this Agreement does not create any expectation of renewal.

34.2. Amendments. This Agreement may be modified or amended at any time during its term by mutual consent of the Parties, expressed in writing and signed by the Parties.

34.3. Severability. If any provision of this Agreement is declared invalid, its other provisions shall not be affected thereby.

34.4. No Waiver. No failure of DHS to assert any right or remedy hereunder will act as a waiver of its right to assert such right or remedy at a later time nor constitute a course of business upon which the Provider may rely for the purpose of denial of such a right or remedy to DHS.

34.5. Applicable Law. This Agreement and all subsequent amendments thereto, if any, shall be governed and construed in accordance with the laws of the State of Illinois.

34.6. Compliance with Law. This Agreement and the Provider's obligations and services hereunder are hereby made and must be performed in compliance with all applicable Federal and State laws, including the American Recovery and Reinvestment Act of 2009 and its reporting requirements, Federal regulations, State administrative rules, including 89 Ill. Adm. Code 5509, and any and all license and/or professional certification provisions.

34.7. Precedence. In the event there is a conflict between this Agreement and any of the exhibits hereto, this Agreement shall control. In the event there is a conflict between this Agreement and relevant statute(s) or Administrative Rule(s), the relevant statute(s) or rule(s) shall control.

34.8. Headings. Section and other headings contained in this Agreement are for reference purposes only and are not intended to describe, interpret, define or limit the scope, extent or intent of this Agreement or any provision hereof.

34.9. Entire Agreement. The Provider and DHS understand and agree that this Agreement constitutes the entire agreement between them and that no promises, terms, or conditions not recited, incorporated or referenced herein, including prior agreements or oral discussions, shall be binding upon either the Provider or DHS.

34.10. Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be considered to be one and the same agreement, binding on all Parties hereto, notwithstanding that all Parties are not signatories to the same counterpart.

34.11. Reductions in Amounts Payable. Unless otherwise provided in any Exhibits made a part hereof, the amount(s) payable, or estimated amount(s) payable, to Provider under this Agreement is/are subject to a reduction as necessary or advisable, based upon actual or projected budgetary considerations, at the sole discretion of DHS, or as may be directed by the Office of the Governor.

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34.12. Certification. The Provider certifies under oath that (1) all representations made in this Agreement are true and correct and (2) all funds awarded pursuant to this Agreement shall be used only for the purpose(s) described herein. The Provider acknowledges that the award is made solely upon this certification and that any false statements, misrepresentations or material omissions shall be the basis for immediate termination of this Agreement.

In witness whereof, the Parties hereto have caused this Agreement to be executed by their duly authorized representatives.

ILLINOIS DEPARTMENT OF HUMAN SERVICES

UNION COUNTY GA OFFICE

By: \_\_\_\_\_  
Michelle R.B. Saddler  
Secretary

By: Randall Campbell  
Signature of Authorized Representative

By: \_\_\_\_\_  
Signature of Designee

Date: 6-30-11

Date: \_\_\_\_\_

Printed Name: Randall Campbell

Printed Name: \_\_\_\_\_  
Designee

Printed Title: Chairman

Printed Title: \_\_\_\_\_  
Designee

E-mail: ~~bgmyers82@hotmail.com~~  
ashleyr@unioncountyil.net

FEIN: 37-6002197

Agreement #: 81XQ9S2000

Agreement No. 81XQ952000

**EXHIBIT A**  
**SCOPE OF SERVICES**

PURPOSE OF GRANT

FOIA: 10.567

FEDERAL PROGRAM NAME: FOOD STAMPS83 E&T50%TRANS&OTHR

STATE PROGRAM NAME: FSE&T JOB PLACEMENT

The Supplemental Nutrition Assistance Program Employment & Training (SNAP E&T) Program is a self-support program to help customers acquire work skills and find employment. The program also helps customers with work-related expenses for the first 30 days of a job.

Participation in SNAP E&T enables participants to gain work skills and experience, meet the federal work requirement, and become self-sufficient. Some participants are hard to serve individually with limited work histories and experience. Some may need additional education and training to find and keep a job or have other barriers to employment. Individuals will participate in specific programs based upon their individual assessments, identifying strengths and areas for development. All individuals who participate in the SNAP E&T program must be assigned to the required number of participation hours, based upon the SNAP allotment and/or the component activity into which they are placed.

Providers must engage participants for 80 hours per month in one or a combination of activities for which they do not receive cash assistance. Approved activities include Basic Education, Vocational Training, and/or Work Experience. For example, a participant may be in Vocational Training for 40 hours, Basic Education for 20 hours and Work Experience for 20 hours, for a total of 80 hours per month.

Job Search and Job Readiness may be required in addition to other activities when helpful to the participants' overall employability.

Job Search requires the participant, with staff assistance to actively contact employers and seek employment. The participant must attend all scheduled meetings and must make a good faith effort to complete 20 employer contacts per month. Employer contacts must be documented in writing. Participants in Job Search must be referred to register with the Department of Employment Security. A participant may only be assigned to Job Search for 8 weeks in a 12 consecutive month period as part of another countable activity.

Job Readiness may include training in preparation for work including following and accepting supervision, time management issues, appropriate workplace behavior, job seeking skills, learning to budget, establishing bank accounts, etc. A maximum of 8 employer contacts per month may be required. Participation in Job Readiness is for a minimum of 2 sessions per month for 2-4 hours per session. Participants may only be assigned to Job Readiness as part of another activity. Participant activity in Job Search and Job Readiness should be closely monitored.

----- END OF PROGRAM: FSE&T JOB PLACEMENT -----

PURPOSE OF GRANT

FOIA: 10.567

FEDERAL PROGRAM NAME: FOOD STAMPS 81 E&T 100%

STATE PROGRAM NAME: FSE&T JOB PLACEMENT

Agreement No. 81X0952000

**EXHIBIT B**  
**DELIVERABLES**

The Provider is expected to serve and engage 30 customers in countable SNAP E&T activities each month during the period of July 1, 2011 through June 30, 2012.

The Provider is expected to achieve and report on the following deliverables monthly. The Bureau of Employment and Training Resource Development Services will provide the reporting format and instructions upon execution of the contract.

• The number of customers enrolled with the Provider for the month.

• The number of new referrals for this month.

• The number of customers assessed during the month.

• All customers will receive an employability assessment and have an employment plan developed. The assessment will include TABE test or other appropriate test for reading and math and Learning Deficit Screening and/or assessment of reading level for appropriate referrals to ESL classes. The employment plan will be appropriate to the level of skills and interest of the customer.

• Test scores provided in grade level equivalent for each customer will be forwarded to the appropriate Family and Community Resource Center (FCRC) within 10 business days of testing.

• All customers will receive a guided introduction/orientation to the local Illinois WorkNet Center which will include topics on independent job search, registration with Illinois Skills Match (ISM) and instruction on utilizing the resource lab;

• Engagement for a minimum of 20 hours per week in activities which include one or a combination of the following: 1) Subsidized employment, 2) Work Experience, 3) Employment enhancement activities, and/or 4) Services to address their barriers to employment. See Program Manual, Section V - Provider Responsibilities, and Appendices A and E for more details;

• Subsidized employment/Work Experience agreements will be established with employers who will consider/hire customers in unsubsidized employment and retain them for a minimum of 30, 60 or 90 consecutive days;

• Identify and report to your DHS Provider Manager, the employment/industry growth sector(s) in the community on an ongoing basis you are working with to develop jobs. The focus on jobs should be long term as opposed to temporary employment;

• Refer customers served to pre-identified, short-term vocational training certificate programs or other training in the employment/industry growth sectors as appropriate;

• Customers referred to pre-identified training programs in the employment/industry growth sectors will achieve a certificate of completion;

• Enrollment and on-going engagement in ABE, GED or ESL classes for those customers identified in need of and appropriate for participation in ABE, GED or ESL classes;

• Customers referred to ABE, GED or ESL classes will achieve grade level gains based on pre/post testing or obtain their GED certificate;

• Identification, referral, and on-going engagement and tracking of customers in support service activities designed to assist them to overcome barriers to employment; Mental Health and Substance Abuse programs/counseling (up to a maximum of 4 hours per week) and/or Vocational Rehabilitation. Customers with documented, extenuating barriers who are unable to participate in employment related activities should be referred back to the FCRC;

• Work with the FCRC to document, refer and monitor the on-going engagement of those customers with documented medical problems to SSI Advocacy. Customers with documented, extenuating medical barriers who are unable to participate in employment related activities while obtaining SSI application approval should be referred back to the FCRC;

• The number of customers initially hired during the month.

• The number of customers that met retention during the month.

• Customized career counseling services and development of a written Career Pathway plan for customers obtaining unsubsidized employment. The plan must: be directly related to the employment/industry in which the customer obtained employment, identify no fewer than the next 2 progressive jobs within the area employed; and include the necessary steps to advance up the career ladder within the applicable employment sector, i.e., work experience, skill sets, training and education;

• Case management services including face-to-face and telephone contacts;

• Staffing with the appropriate Family and Community Resource Center.

Agreement No. 81XQ952000

**EXHIBIT B**  
**DELIVERABLES**

..... END OF PROGRAM; FSE&T JOB PLACEMENT .....

Agreement No. 81XQ952000

**EXHIBIT C  
PAYMENT**

The Provider shall receive an estimated total compensation of \$17,132.00 for services under this Agreement between Jul 1, 2011 and Oct 31, 2011

Enter specific terms of payment here:

The Provider shall receive an estimated total compensation of \$1,615.00 for services under this Agreement for the period July 1, 2011 through June 30, 2012.

Specific details and terms of payments are:  
Case Management Services ~~22,336,000.00~~ Admin. Cost 36,000  
Placements ~~888,241.205.00~~ Placement 11,205.00  
Supportive Services ~~22,410.00~~ Support services 4410.00  
An advance payment, if applicable is: \$9,000.00

Services rendered are accounted for through the submittal of monthly reports and billings. Billings must be received from the Provider no later than the 10th of the month following the month of service.

The Provider will receive an initial advance to cover Case Management Services and supportive services costs. The Provider will work off the advance in the service months of January and February 2012.

It is expected that by the December 2011 bill, due on January 10, 2012, the Provider will have earned and billed 50% of their Direct and Indirect Admin amounts awarded. If not the Agreement will be debilitated by the amount not earned. Also at this time, supportive service funds will be deobligated as appropriate.

**Case Management Services**

In July 2011, the Provider will receive a 1/12th payment of Direct and Indirect amounts awarded. In August 2011, the Provider is expected to be serving and maintaining 100% of the contracted number of customers to be served each month and have them engaged in countable SNAP E&T activities. The Provider will be paid 1/12th of their monthly Direct and Indirect amounts when 100% of the contracted number of customers to be served are assigned and engaged in countable SNAP E&T activities that month. Any month the Provider serves and engages less than 100% of the contracted number of customers assigned in countable SNAP E&T activities they will be paid at a pro-rated per customer amount. If a Provider serves and engages less than 100% of the contracted monthly number of customers in countable SNAP E&T activities, the Provider will not be allowed to earn the difference in subsequent months.

**Placement with Retention Payments**

The Provider will earn a Placement with Retention payment for customers that complete 30, 60 or 90 consecutive calendar days of retention in unsubsidized employment at a rate of:  
\$1500 for 30 consecutive days of retention, or  
\$2500 for 60 consecutive days of retention, or  
\$3700 for 90 days of retention with one break of employment of no more than two weeks (14 calendar days) between jobs.

The Provider may earn a retention payment at the higher per customer rate of \$900 for 90 days of retention for those customers who are formerly incarcerated individuals with a felony conviction.

The unsubsidized employment must meet the following criteria:

40 hours per week with wages not less than Federal or State minimum wage, whichever is higher.

More than 30 hours per week with wages of \$10.00 per hour or more, resulting in the cancellation of the SNAP case due to income from employment.

Only one Retention payment per customer per contract period is allowed.

The Provider may earn the Placement with Retention payment for 15 customers, depending upon the

Last years #'s  
Admin Cost \$28782.00  
Placement \$11,205.00  
Support Services \$4410.00

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**EXHIBIT C**

**PAYMENT**

billed rate for unsubsidized placements. Additional placements will reduce the per placement cost and will be reflected in the Provider's performance rating.

It is expected that by the January 2012 bill, due on February 10, 2012, the Provider will have earned 50% of their Placements with Retention payment awarded. If not, the Agreement will be obligated by the amount not earned.

Unsubsidized is defined as employment for which no federal, state, or municipal funds are used to supplement job costs/salary. Customer may be placed in jobs with federal, state, or municipal entities in which the source of payment and employment activities are in accordance with personnel procedures and policies that pertain to all employees of the agency.

Any unsubsidized placement meeting retention during the FY 12 contract period is billable. The entire retention period must be within FY 12.

**Supportive Services**

The Provider will issue Supportive Services as specified in Appendix B of the SNAP E&I Program Manual directly to SNAP E&I customers. Supportive Services may be authorized for work and training activities identified in the participants employability plan.

This award is a grant based upon the number of services delivered.

----- END OF PROGRAM: ESI&I JOB PLACEMENT -----

Estimated Annual Contract Amount: \$ \_\_\_\_\_

NOTE: The estimated figures are merely an objective means of computing the contract amount and should not be construed as a guaranteed amount that will be spent on the contract during the fiscal year.

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**EXHIBIT D**  
**CONTACT INFORMATION**

**CONTACT FOR NOTIFICATION:**

All notices required or desired to be sent by either Party shall be sent to the persons listed below.

**DHS CONTACT**

Name: Susan Schwab

Title: Provider Manager Monitor

Address: 1329 N Main Street  
Lewistown, IL 61542

Phone: 309-547-3755

TTY #: \_\_\_\_\_

Fax #: 309-547-7310

E-mail Address: susan.schwab@illinois.gov

**PROVIDER CONTACT**

Name: JOHN GARNER

Title: CHAIRMAN, UNION COUNTY BOARD O

Address: 309 West Market Street  
JONESBORO, IL 62952

Phone: 618-883-5621

TTY #: \_\_\_\_\_

Fax #: 618-883-5496

E-mail Address: bgmyers82@hotmail.com